

C-10-0386

RECEIVED

AUG 04 2010

LANCASTER COUNTY
CLERK

RECEIVED

AUG 18 2010

M10-52313
LAW DEPT.

CONTRACT DOCUMENTS

**CITY OF LINCOLN, NEBRASKA,
LANCASTER COUNTY,
LINCOLN - LANCASTER COUNTY
PUBLIC BUILDING COMMISSION**

**ANNUAL REQUIREMENTS
FOR
VEHICLE/EQUIPMENT MAINTENANCE PARTS AND ACCESSORIES
BID NO. 10-108**

**Factory Motor Parts
12330 E. 46th Ave.
Denver, CO 80239
303.371.7455 x 2004**

**CITY OF LINCOLN-LANCASTER COUNTY, NEBRASKA and
LINCOLN-LANCASTER COUNTY PUBLIC BUILDING COMMISSION
CONTRACT AGREEMENT**

THIS CONTRACT, made and entered into this _____ day of _____ 2010, by and between **Factory Motor Parts, 12330 E. 46th Ave., Denver, CO 80239**, hereinafter called "Contractor", and the City of Lincoln, Nebraska, a municipal corporation, and the County of Lancaster, Nebraska, a political subdivision of the State of Nebraska, and the Lincoln-Lancaster County Public Building Commission hereinafter called the "Owners".

WHEREAS, the Owners have caused to be prepared, in accordance with law, Specifications, Plans, and other Contract Documents for the Work herein described, and has approved and adopted said documents and has caused to be published an advertisement for and in connection with said Work, to-wit:

**For providing Annual Supply of Vehicle/Equipment Maintenance Parts and Accessories,
Bid No. 10-108** and,

WHEREAS, the Contractor, in response to such advertisement, has submitted to the Owners, in the manner and at the time specified, a sealed Proposal/Supplier Response in accordance with the terms of said advertisement; and,

WHEREAS, the Owners, in the manner prescribed by law has publicly opened, read aloud, examined, and canvassed the Proposals/Supplier Responses submitted in response to such advertisement, and as a result of such canvass has determined and declared the Contractor to be the lowest responsible bidder for the said Work for the sum or sums named in the Contractor's Proposal/Supplier Responses, a copy thereof being attached to and made a part of this Contract;

NOW, THEREFORE, in consideration of the sums to be paid to the Contractor and the mutual covenants herein contained, the Contractor and the Owners have agreed and hereby agree as follows:

1. The Contractor agrees to (a) furnish all tools, equipment, supplies, superintendence, transportation, and other accessories, services, and facilities; (b) furnish all materials, supplies, and equipment specified to be incorporated into and form a permanent part of the complete work; (c) provide and perform all necessary labor in a substantial and workmanlike manner and in accordance with the provisions of the Contract Documents; and (d) execute and complete all Work included in and covered by the Owners' award of this Contract to the Contractor, such award being based on the acceptance by the Owner of the Contractor's Proposal, or part thereof, as follows:

Agreement to full proposal

2. The Owners agree to pay to the Contractor for the performance of the Work embraced in this Contract, the Contractor agrees to accept as full compensation therefore, the following sums and prices for all Work covered by and included in the Contract award and designated above, payment thereof to be made in the manner provided by the Owners:

Owners will pay for products/service, according to the pricing as submitted with the Contractors Proposal/Supplier Response. Owners shall order on an as needed basis for the duration of the contract.

3. **Equal Employment Opportunity.** In connection with the carrying out of this project, the contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, disability, age or marital status. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, ancestry, disability, age or marital status. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other compensation; and selection for training, including apprenticeship.

4. E-Verify. In accordance with Neb. Rev. Stat. 4-108 through 4-114, the contractor agrees to register with and use a federal immigration verification system, to determine the work eligibility status of new employees performing services within the state of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324 a, otherwise known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee pursuant to the Immigration Reform and Control Act of 1986. The Contractor shall not discriminate against any employee or applicant for employment to be employed in the performance of this section pursuant to the requirements of state law and 8 U.S.C.A 1324b. The contractor shall require any subcontractor to comply with the provisions of this section.
5. Termination. This Contract may be terminated by the following:
 - 5.1) Termination for Convenience. Either party may terminate this Contract upon thirty (30) days written notice to the other party for any reason without penalty.
 - 5.2) Termination for Cause. The Owners may terminate the Contract for cause if the Contractor:
 - 5.2.1) Refuses or fails to supply the proper labor, materials and equipment necessary to provide services and/or commodities.
 - 5.2.2) Disregards Federal, State or local laws, ordinances, regulations, resolutions or orders.
 - 5.2.3) Otherwise commits a substantial breach or default of any provision of the Contract Document. In the event of a substantial breach or default the Owners will provide the Contractor written notice of said breach or default and allow the Contractor ten (10) days from the date of the written notice to cure such breach or default. If said breach or default is not cured within ten (10) days from the date of notice, then the contract shall terminate.
6. Independent Contractor. It is the express intent of the parties that this contract shall not create an employer-employee relationship. Employees of the Contractor shall not be deemed to be employees of the Owners and employees of the Owners shall not be deemed to be employees of the Contractor. The Contractor and the Owners shall be responsible to their respective employees for all salary and benefits. Neither the Contractor's employees nor the Owners' employees shall be entitled to any salary, wages, or benefits from the other party, including but not limited to overtime, vacation, retirement benefits, workers' compensation, sick leave or injury leave. Contractor shall also be responsible for maintaining workers' compensation insurance, unemployment insurance for its employees, and for payment of all federal, state, local and any other payroll taxes with respect to its employees' compensation.
7. Owner Inclusion. It is understood and agreed by all parties that "Owner/s" shall include the City of Lincoln, Lancaster County, Nebraska and Lincoln-Lancaster County Public Building Commission. Whenever in the Contract documents, including the instructions to bidders, specifications, insurance requirements, bonds, and terms and conditions or any other documents which are a part of the Contract, a singular entity is referenced (i.e., "the City" or "the County" or "Building Commission") it shall mean the "Owners" encompassing the City of Lincoln, Lancaster County and Lincoln-Lancaster County Building Commission.
8. Contract Term. This Contract shall be effective upon execution by all parties. The term of the Contract shall be a three (3) year term with option to renew for one (1) additional one (1) year term.

9. The Contract Documents comprise the Contract, and consist of the following:
 1. Instructions to Bidders
 2. Insurance Requirements
 3. Accepted Proposal/Response
 4. Contract Agreement
 5. Specifications
 6. Special Provisions
 7. Addendums 1 & 2
 8. Sales Tax Exemption Form 13
 9. Written Response Information

These Contract Agreements, together with the other Contract Documents herein above mentioned, form this Contract, and they are as fully a part of the Contract as if hereto attached or herein repeated.

The Contractor and the Owners hereby agree that all the terms and conditions of this Contract shall be binding upon themselves, and their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

IN WITNESS WHEREOF, the Contractor and the Owners do hereby execute this contract.

EXECUTION BY THE CITY OF LINCOLN, NEBRASKA

ATTEST:

CITY OF LINCOLN, NEBRASKA

City Clerk

Mayor

Approved by Resolution No. _____

dated _____

Attest: *Rod Confer*
Public Building Commission Attorney

LINCOLN-LANCASTER COUNTY PUBLIC BUILDING COMMISSION

Darryl Hudkins
Chairperson, Public Building Commission
dated 8-20-10

EXECUTION BY LANCASTER COUNTY, NEBRASKA

Contract Approved as to Form:

The Board of County Commissioners of
Lancaster, Nebraska

Jim P.
for Lancaster County Attorney

Deb Schorr
Ray A. Thompson
Darryl Hudkins
Barry Hill
Bob Workman
dated 8/10/10

EXECUTION BY CONTRACTOR

IF A CORPORATION:

ATTEST:

Secretary (SEAL)

Factory Motor Parts
Name of Corporation
2821 North 33rd
Lincoln, NE 68504
(Address)

By: Dana Carney
Duly Authorized Official

Government Sales Manager
Legal Title of Official

IF OTHER TYPE OF ORGANIZATION:

Name of Organization

Type of Organization

(Address)

By: _____
Member

By: _____
Member

IF AN INDIVIDUAL:

Name

Address

Signature

City of Lincoln/Lancaster County (Lincoln Purchasing) Supplier Response

Bid Information		Contact Information		Ship to Information
Bid Creator	Robert Walla Asst. Purchasing Agent	Address	Purchasing\City & County	Address
Email	rwalla@lincoln.ne.gov		440 S. 8th St.	
Phone	1 (402) 441-8309		Lincoln, NE 68508	Contact
Fax	1 (402) 441-6513	Contact	Robert Walla Asst. Purchasing Agent	Department
Bid Number	10-108 Addendum 2			Building
Title	Annual Supply of Vehicle/Equipment Maintenance Parts and Accessories	Department Building		Floor/Room
Bid Type	RFP	Floor/Room		Telephone
Issue Date	05/26/2010	Telephone	1 (402) 441-8309	Fax
Close Date	6/11/2010 12:00:00 PM CST	Fax	1 (402) 441-6513	Email
Need by Date		Email	rwalla@lincoln.ne.gov	

Supplier Information

Company factory motor parts
Address 12330 e 46th ave

denver, CO 80239

Contact dana carney

Department

Building

Floor/Room

Telephone 1 (303) 3717455 2004

Fax 1 (303) 3717540

Email d.carney@fmpco.com

Submitted 6/8/2010 11:58:05 AM CST

Total \$0.00

Signature _____

Supplier Notes

Bid Notes

THERE ARE 23 ATTRIBUTES THAT MUST BE ADDRESSED OR YOUR BID WILL NOT SUBMIT!

YOU MUST RESPOND ELECTRONICALLY AND IN WRITTEN FORM TO THIS PROPOSAL.

Bid Messages

Please review the following and respond where necessary

#	Name	Note	Response
1	Years in Business	How many years have you been in business? How many years have you been at your current location?	65 YEARS/10 YEARS AT THE LINCOLN LOCATION
2	Primary Location	What is the primary location which will service this account?	2829 N 33RD LINCOLN, NE 68504
3	Product Information	What is the number of products in your parts catalog or parts listing? How many manufacturers are available to your company?	90,000 SKU
4	Customer service/order clerk	Is an inside customer service/order rep available during the normal City/County business hours (8:00 a.m. to 4:30 p.m.) to expedite orders, answer questions and resolve problems? Please state contact name, contact phone number and years with the company.	JIM WIMMER/(402)464-9306 EXT 240/10 YEARS
5	Outside account/sales representative	Is an outside account/sales representative to make field visits, demonstrate products, offer technical advice, and assist in refining the program? Please state contact name, contact phone number and years with the company.	HERB ANDERSON/(402) 730-9279/2 YEARS
6	Company Representative	Is a company representative available 24 hrs./day, seven days/week to fill emergency orders?	Yes
7	Fax Orders	Do you accept fax orders? If so, what is the fax number.	BILL MAGUIRE/(402)-309-5556
8	Electronic Orders	Do you provide electronic ordering capability? YES or NO. If YES, is computer software and accessories necessary to connect City/County Departments to your on-line ordering program? If yes, indicate the cost to the City.	Yes
9	Computer Software	Is computer software and accessories necessary to connect City/County Departments to your on-line ordering program? If yes, indicate the cost to the City.	NO
10	Order Amount	Indicate minimum order amount, if any.	NONE
11	Parts Delivery	Can your company supply all of the parts listed on your pricing CD or company catalog in the delivery timeline listed in the specifications? If No, what is the projected timeline for delivery?	YES
12	County Delivery	Do you provide daily delivery service outside the Lincoln City Limits but in Lancaster County? If yes, are there any restrictions?	YES/NO RESTRICTIONS
13	Re-stocking charge	Is there a restocking charge? If yes, what is its cost?	NONE
14	Usage Report	I acknowledge that the following usage reports may be required: Monthly usage summary report by item Year-to-Date usage summary report by item Monthly Department/Division Transaction Report.	Yes
15	Page 2	Please note that there is a page 2 of Attributes.	Yes
16	Current Business	Does your company currently do business with a City of Lincoln/Lancaster County Agency? If yes, Who? What is the total dollar amount purchased by each agency for the past year?	YES POLICE GARAGE \$14069 CITY OF LINCOLN \$35
17	Government Contract	Are you currently under any kind of government contract for the items listed in this proposal? If Yes, with whom?	NO

- 18 CD Pricing and Submittals I have sent/hand-delivered a CD with a complete list of all products offered by my company with the cost for each item listed for all purchases which will be made by the Owners and other written information as required.
PLACE THE CD AND OTHER INFORMATION IN A SEALED ENVELOPE MARKED WITH THE FOLLOWING: CATALOG PRICING - CITY/COUNTY/PBC PARTS - SPEC 10-108. Yes
- 19 Term Clause of Contract (a) Bid prices firm for the full contract period. YES or NO
 YES
(b) Bid prices subject to escalation/de-escalation YES or NO

(c) If (b), state period for which prices will remain firm: through _____
- 20 Battery Submittals I have included pricing on the Parts CD and all other written requirements as listed in the Battery Specifications. YES
- 21 Parts Warranties I have included a list of applicable parts warranties for the parts being sold under this proposal as part of by written response. YES
- 22 Agreement to Addendum No. 1 Respondent hereby certifies that the change set forth in this addendum has been incorporated in their proposal and is part of their bid.
Reason: See Bid Attachments section for Addendum information. Yes
- 23 Agreement to Addendum No. 2 Respondent hereby certifies that the change set forth in this addendum has been incorporated in their proposal and is part of their bid.
Reason: See Bid Attachments section for Addendum information. Yes

Line Items

#	Qty	UOM	Description	Response
1	1	EA	This is to notify you that RFP 10-108 for Annual Supply of Vehicle/Equipment Maintenance Parts for all City/County/PBC is available. Please prepare your written response and return to our office as noted in the RFP according to the specifications. You must respond to the Attribute section of this electronic bid and submit before the closing date and time. PLEASE ENTER A 0 IN THE UNIT PRICE BOX TO THE RIGHT.	\$0.00

Item Notes:

Supplier Notes: WRITTEN PROPOSAL TO BE HAND DELIVERED BEFORE DEADLINE

Response Total:	\$0.00
-----------------	--------

**SPECIFICATIONS
FOR
ANNUAL SUPPLY OF VEHICLE/EQUIPMENT MAINTENANCE PARTS AND ACCESSORIES**

1. SCOPE OF SERVICES AND GENERAL INFORMATION

- 1.1 Furnish and deliver vehicle/equipment parts and accessories for the term of the agreement as ordered by the City of Lincoln, Lancaster County and Lincoln/Lancaster County Public Building Commission (hereinafter referred to as the Owners).
 - 1.1.1 Wherever in this document a singular entity is referenced (ie, "the City", "the Building Commission" or "the County") it shall mean the Owners encompassing all 3 entities.
- 1.2 Term of agreement shall be one (3) years from date of execution by both parties, with option to renew for one (1) additional one year term.
- 1.3 The Owners currently purchase approximately \$160,000.00 in vehicle/equipment maintenance parts and accessories each year.
 - 1.3.1 An award of contract does not guarantee any purchases by the Owners.
 - 1.3.2 The Owners reserve the right to award this contract to more than one Vendor if it is in the best interest of the Owners to do so.
- 1.4 Vendor shall submit an electronic proposal via the City/County E-bid system **AND** hand delivered or mailed correspondence and information as requested in this proposal to the City/County Purchasing Office, 440 South 8th Street, Lincoln, NE 68508.
 - 1.4.1 **Electronic response and delivered information must be received in the Purchasing Office by the date and closing time listed in the E-bid.**
- 1.5 All inquiries regarding these specifications shall be directed via e-mail or faxed request to Bob Walla, Asst. Purchasing Agent (rwalla@lincoln.ne.gov) Or Fax:(402)441-6513.
 - 1.5.1 These inquiries and/or responses shall be distributed to prospective bidders electronically as an addenda.
 - 1.5.2 Purchasing shall only reply to written inquiries received within five (5) calendar days of bid opening.
- 1.6 No direct contact is allowed between Vendor and any of Owners staff regarding this proposal throughout the bid process.
 - 1.6.1 Failure to comply with this directive may result in Vendor's Proposal being rejected.
- 1.7 All parts and maintenance items provided through this contract must be the Vendors premium or first line available to the commercial market and meet or exceed original O.E.M. requirements, S.A.E. standards or other applicable industry standards.
 - 1.7.1 The Owners may request technical specifications and samples of any proposed interchange products prior to making an award recommendation.
- 1.8 Vehicle/Equipment Maintenance Supplies shall include, but are not limited to:
 - Filter Elements (oil, fuel, air, transmission)
 - Spark Plugs
 - Automotive Belting
 - Radiator/Fuel Hose
 - Brakes and Brake Parts
 - Batteries
- 1.9 Specifications regarding automotive and equipment batteries are listed in the Bid Attachment section of the ebid and are part of these specifications.

2. PRICING AND CD LIST

- 2.1 Pricing will be based on a complete price list provided by the Vendor prior to the closing date and time for all parts and supplies carried by the Vendor.
 - 2.1.1 Price list for all items available under contract will be copied onto a CD and mailed or hand delivered.
 - 2.1.2 Vendor may also include a print catalog of all items and any other information about the company which would be of interest to RFP Committee members.
- 2.2 This is a non-exclusive contract and the Owners reserve the right to obtain separate bids on special or large quantity purchases.
- 2.3 Purchasing Division may restrict certain items listed in the vendor's full-line catalog or CD Parts List which are normally bid due to volume or category, or which are of a quality level not suitable for the departments' applications.

- 2.4 Vendor shall supply and deliver a CD Parts List with all approved pricing to all Owner Agencies and Departments requesting them, upon award of contract.
 - 2.4.1 Vendor shall provide training at each location upon request in the use of the CD and ordering procedures.
- 2.5 The RFP Committee will evaluate each proposal on several different levels including price.
 - 2.5.1 Lowest price for items will not be the determining factor in awarding this proposal.

3. **ORDERS AND DELIVERY REQUIREMENTS**

- 3.1 Orders for stock and non-stock items will be placed by the Owners on an as-needed basis.
 - 3.1.1 Vendor shall notify Owners immediately for stock and non-stock items which are not available for delivery as requested.
- 3.2 Bidder shall indicate any means by which electronic orders will be accepted, and bidder's capability to enhance the Owners electronic ordering capability.
- 3.3 All deliveries should be made to the departments within 2 hours after order is placed.
 - 3.3.1 If order cannot be made within 2 hours, the sales rep will contact the person placing the order and provide the revised delivery time and reason for delay.
 - 3.3.2 In the event a part is required to repair a vehicle or piece of equipment used to protect the safety of local citizens the Vendor may be required to make immediate deliveries.
- 3.4 Bidders shall list their delivery schedule for orders in the Attribute section of the Ebid.

4. **BACK ORDERS AND RETURNS**

- 4.1 Back-orders must be held to a minimum, and shall not exceed 3% of total items ordered, 97% fill rate.
- 4.2 A repeated pattern of back orders may be cause of cancellation of the agreement.
- 4.3 Items shipped in error must be replaced at vendor's expense within two (2) hours of notification.
- 4.4 Any item delivered which is found to be damaged or incomplete must be replaced within two (2) hours of notification.
- 4.5 There shall be no restocking fee for any items returned to the vendor for any reason.

5. **REPORTS**

- 5.1 Vendors shall indicate their ability to generate monthly and year-to-date management reports in the Attribute section of the ebid.

6. **PARTS AND ACCESSORY WARRANTIES**

- 6.1 All parts shall carry a one (1) year warranty against defects in material and workmanship.
- 6.2 Vendor shall state all applicable warranty terms and conditions in the Attribute section of the e-bid, including any satisfaction guarantees offered directly by the vendor.

7. **VENDOR ADDED SERVICES**

- 7.1 Owners seek assistance from the Vendor to improve, modernize and enhance the procurement and delivery of parts and accessories.
- 7.2 Owners may request the Vendor to participate in workshops and vendor exhibits to assist in familiarizing the departments with the Vendors products and the ordering process.
- 7.3 Vendors may suggest additional services they are particularly capable of performing.
- 7.4 A complete description of these added Vendor services shall be typed on your company letterhead, labeled "Additional Services", and attached to the Response Attachments section of the ebid or hand delivered/mailed with the CD Price List.

8. **EVALUATION CRITERIA**

- 8.1 Award of bid will be made to the most responsive Proposer whose response complies with the requirements of this bid and any addenda, except for such minor defects as may be waived by the Owners.
- 8.2 Evaluation criteria will include, but not be limited to:
 - 8.2.1 Number and names of parts manufacturers represented by your company.
 - 8.2.2 Billing, delivery, return policies, and other provisions offered to the Owners.
 - 8.2.3 Any additional services, warranties, etc., offered by the proposer of benefit to the Owners.
 - 8.2.4 Prices as listed from the CD Parts List required.
 - 8.2.5 Number of locations in Lincoln, NE.
 - 8.2.6 Number of employees at each location and number of years experience in the automotive field.

8.2.7 Employee certification in the field of parts supply, auto repair or other related field.

8.2.7.1 Vendor shall provide the information requested in Section 9.2.1 - 9.2.7 as a Response Attachment to their ebid response or in written form and included with the Written Response to the Purchasing Office.

8.3 A complete explanation of all exceptions to this bid detailed on company letterhead shall be attached to the Response Attachment section of the Ebid response.

8.3.1 Any exceptions will be reviewed and considered in the award of bid.

9. INVOICES AND PAYMENT

9.1 All orders shall be billed to the individual City of Lincoln, Lancaster County and Public Building Commission agency placing the order.

9.2 Vendor must verify the identity of the person placing an order and receive an authorized signature for all parts picked up and delivered. (NO EXCEPTIONS)

9.3 Payment shall be made to vendor based on monthly statements sent to the ordering agency listing the ordering agency, order number and name listed as valid signature received.

SPECIFICATIONS
ANNUAL SUPPLY OF VEHICLE/EQUIPMENT MAINTENANCE PARTS AND SUPPLIES
AUTOMOTIVE AND EQUIPMENT BATTERIES

1. GENERAL BATTERY REQUIREMENTS

- 1.1 This specification document covers maintenance free automotive batteries for various equipment and vehicles used by the City and County, hereinafter referred to as Owners.
 - 1.1.1 These Specifications are part of the RFP for the Annual Supply of Vehicle/Equipment Maintenance Parts and Supplies.
- 1.2 Vendor shall offer a "Unit Bid Price" for each BCI Group as indicated in Table II of the Bid Schedule and include it with the written response to the Purchasing Office.
 - 1.2.2 Vendors shall offer a "Pro-rated Monthly Fee" for each BCI Group as indicated in Table II of the Bid Schedule.
 - 1.2.3 Vendor shall offer all performance and warranty information as indicated in Table II of the Bid Schedule.
 - 1.2.4 The following documents must be included with your written proposal information which will be delivered to the Purchasing Office for each category of supply being bid:
 - 1.2.4.1 Current fleet discount price schedule and corresponding product catalog.
 - 1.2.4.2 A statement of verification from the manufacturer that supplies being bid are designed and engineered to meet or exceed original equipment manufacturer's (O.E.M.) specifications for each equipment application.
 - 1.2.4.3 A statement of your re-stocking charge policy, per 1.3 below.
 - 1.2.4.4 Construction specifications for each BCI Group as indicated in Table II of the bid schedule.
 - 1.2.4.5 Statement of manufacturer's guarantees and related terms and conditions.
- 1.3 Upon the effective date of the contract, contractor shall conduct an on-site inventory adjustment for each City/County facility, consisting of the following:
 - 1.3.1.1 Re-numbering existing stock to the corresponding new number designations, or
 - 1.3.1.2 Trade existing stock for new stock.
 - 1.3.2 Within 15 days after expiration of the contract period and at the option of each department unused stock purchased under the contract may be returned for full credit at contract price, less any re-stocking charge.
- 1.4 Except as modified herein, the applicable portions of the following publications of the issues in effect on the date of invitation for bids, form a part of this specification shall apply.
 - 1.4.1.1 BCI-Battery Council International for types and classes.
 - 1.4.1.2 BCI-Battery Council International for battery materials specifications.
 - 1.4.1.3 BCI-Battery Council International for storage battery specifications.
 - 1.4.1.4 BCI-Battery Council International for maximum overall dimensions
 - 1.4.1.5 ASTM - American Society of Testing and Materials for B-29 and D-639
 - 1.4.1.6 SAE - Society of Automotive Engineers for lead oxide
- 1.4.2 Copies of BCI standards may be obtained from Battery Council Int., 1801 Murchison Drive, Burlingame, CA 94010; copies of ASTM standards may be obtained from American Society of Testing and Materials, 1916 Race Street, Philadelphia, PA 19103; copies of SAE standards may be obtained from Society of Automotive Engineers, 2 Pennsylvania Plaza, New York, NY 10001.

2. **WARRANTY INFORMATION**

- 2.1 Contractor shall guarantee all batteries furnished under the terms and conditions of these specifications and contract to be free from defects in material and/or workmanship for the "Total Warranty Period" of the battery.
 - 2.1.1 Should any such battery fail to give proper service due to defects in material and/or workmanship or fail to take a proper charge, it shall be replaced free of charge, F.O.B. any using department with the "Free Replacement Period" as indicated in Table II of the bid schedule from the date of installation.
 - 2.1.2 Thereafter, the pro-rated guarantee shall apply for the remaining "Total Warranty Period" of the battery and adjusted in accordance with the "Pro-rated Monthly Fee" as indicated in Table II of the Bid Schedule, from the date of installation.
 - 2.1.3 Exchange credit for such defective batteries shall be applied against and deducted from the "Unit Bid Price" of the new replacement batteries and shall be properly itemized on each invoice.
 - 2.1.4 Any other guarantee offered or implied shall be in addition to the guarantee stated above, and shall be offered at no additional cost to the Owners.
 - 2.1.5 Any failure on behalf of the successful Vendor to make a just and fair settlement on defective batteries under the terms and conditions of this guarantee will be cause for automatic cancellation of the contract.
 - 2.1.6 Vendor shall furnish upon request a manufacturer's representative or other qualified person, to provide technical assistance, guidance and/or recommendations to the departments regarding maintenance procedures and specific applications.
- 2.2 At time of delivery of new batteries, contractor shall be responsible for the pick up and proper disposal of all used batteries on a one-for-one core exchange basis.
 - 2.2.1.1 Core-exchange credit will be included in the "Unit Bid Price" for each BCI Group as indicated in Table II of the Bid Schedule.

3. **BATTERY DESIGN REQUIREMENTS**

- 3.1 All batteries furnished under this specification shall conform to the Battery Council International Battery Specifications and Battery Council International Battery Materials Specifications.
- 3.2 All battery cases shall be of a shock resistant, leakproof design, utilizing rigid, high impact polypropylene cases.
 - 3.2.1 Design shall prohibit loss, spillage and spewing of acid from battery during handling and use both in and out of vehicle.
- 3.3 Battery shall be designed with a gas trapping and venting system to avoid spewing of fumes into the atmosphere.
- 3.4 Design shall utilize heavy-duty features to prolong service life and resist vibration failure such as plates encapsulated in separator envelopes on three sides to prevent plate shoring.
 - 3.4.1 It is also desired that an outboard location of element plate straps be avoided.
- 3.5 Design to provide an external method of quick check for adequate electrolyte reserve level and state a charge for valid testing.
- 3.6 Battery shall have flame arrester protection to prevent explosion of battery caused by external sources of spark or flame.
- 3.7 Material used in the construction of each battery shall be of the best quality, free from all defect, shall have the necessary strength and rigidity and shall be entirely satisfactory for the intended purpose.

- 3.8 All material used in construction of the batteries and all electrolyte, shall conform to the requirements of the Battery Council International Battery Material Specifications.
- 3.9 The workmanship shall be the highest grade throughout in accordance with the best standard practice for this type of equipment.
- 3.10 The component parts of the battery and the exterior surface shall be finished in accordance with the manufacturer's best standard practices.
- 3.11 Batteries must have 3/8" and 1/2" posts.

4. **KINDRED ITEMS**

- 4.1 Vendors shall provide pricing for all batteries offered under this contract on the CD which is required for all Maintenance and Repair parts.
 - 4.1.1 The pricing listed in Schedule II will be used in the evaluation of the proposal for pricing and warranty purposes.

5. **DEFINITION OF TERMS**

- 5.1 **Free Replacement Period** - The number of months, from the date of installation, a battery will be replaced free of charge, if it fails to meet the criteria as described in these specifications.
- 5.2 **Total Warranty Period** - The total number of months, from the date of installation, a battery will be covered under the Free Replacement or Pro-rated guarantee.
- 5.3 **Pro-rated Monthly Fee** - The cost per month used to determine the use fee or adjustment cost if a battery fails to meet the criteria described in these specifications.
- 5.4 **Unit Bid Price** - The unit price paid by the City/County on a one for one core exchange basis.
- 5.5 **"Cold Cranking Amperes" (CCA)** - The discharge load in amperes which a new, fully charged battery at 80°F (26.7 °C) can be continuously discharged at 25 amperes and maintain a terminal voltage equal to or greater than 1.75 volts per cell.

6. **BATTERY DELIVERY REQUIREMENTS**

- 6.1 Vendor shall maintain sufficient inventory to fulfill normal Owners requirements.
- 6.2 Vendor must demonstrate the ability to secure and deliver any item within eight (8) working hours after receipt of order.
- 6.3 An inspection may be made to determine whether the Vendor actually has an inventory of the items bid.
- 6.4 Adequate stock inventory for Owners requirements will be considered a factor in determining an award.
- 6.5 Batteries shall be delivered by the Vendor to various Owners facilities in such sizes and quantities as requested.
 - 6.5.1 Vendor may not specify a minimum order to delivery.
- 6.6 Batteries shall be wet and fully charged at the time of delivery.
- 6.7 All batteries delivered under this contract shall have been manufactured within six (6) months of date of delivery.
 - 6.7.1 It is the responsibility of the vendor to inspect all batteries on a monthly basis and to rotate out any batteries that are twelve (12) months old, based on date of manufacture.
- 6.8 All batteries delivered shall be clearly marked with the following:
 - 6.8.1 Manufacturers name, trademark or trade brand.
 - 6.8.2 BCI Group number.
 - 6.8.3 Cold Cranking Ampers (CCA).

- 6.8.4 Reserve Capacity (RC).
- 6.8.5 Date of manufacturer or factory date code.
 - 6.8.5.1 If a factory dating code system is used, the Owners shall be supplied with the code.
- 6.8.6 Installation date punch out placard.

7. **PROPOSAL EVALUATION - BATTERIES**

- 7.1 Vendors ability to meet the criteria as described in these specifications.
- 7.2 Vendors ability to meet the minimum requirements as described in Table I of the Bid Schedule.
 - 7.2.1 Failure to meet the minimum requirements for specific BCI Group(s) will not result in automatic rejection, but will be considered a factor in determining an award.
- 7.3 The number of months the "Total Warranty Period" exceed the minimum requirements as described in Table I of the Bid Schedule.
 - 7.3.1 For each month the "Total Warranty Period" exceeds the minimum requirement, an amount equal to the "Pro-rated Monthly Fee" will be deducted from the "Unit Bid Price" for evaluation purposes only.
- 7.4 Bids which provide "Pro-rated Monthly Fee's" based on the manufacturers suggested retail price will not be considered responsible and therefore not be considered in the evaluation.
- 7.5 Information provided on Table II Bid Schedule concerning cold cranking amperes, reserve capacity, free replacement period and total warranty period must be verifiable through the product catalog provided and/or price sheet provided.
 - 7.5.1 Bidder generated warranty information and product performance specifications will not be considered acceptable.

SPECIAL PROVISIONS FOR COMMODITY TERM CONTRACTS

CITY OF LINCOLN/LANCASTER COUNTY, NEBRASKA
PURCHASING DIVISION

1. ESTIMATED QUANTITIES

- 1.1 The quantities set forth in the specification document are approximate and represent the estimated requirements of the Owners for the contract period.
 - 1.2 Items listed may or may not be inclusive of Owners requirements for this category.
 - 1.3 Category items not listed, but distributed by bidder are to be referred to as kindred items. Kindred items shall receive the same percentage of discount or pricing structure as items listed in the specification document.
 - 1.4 The unit prices and the extended total prices shall be used only as a basis for the evaluation of bids. The actual quantity of materials necessary may be more or less than the estimates listed in the specification document, but the Owners shall be neither obligated nor limited to any specified amount. The Owners will, if possible, restrict increases/decreases to 20% of the estimated quantities listed in the specification document.
7. The Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interests of the Owners.
 8. If in the opinion of the Purchasing Agent any proposed increase is found unacceptable, the Purchasing Agent reserves the right to cancel the contract upon thirty (30) calendar days written notice.
 9. Contractors must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Contractor will put the Purchasing Agent on the mailing lists for such publication so that the Purchasing Agent can monitor said changes. Such membership will be at no cost to the Owners.

2. CONTRACT PERIOD

- 2.1 The material shall be delivered as ordered during the contract period, beginning from the date of contract and ending one (1) year from that date, or as otherwise indicated on the proposal form.
- 2.2 The Owners are interested in a one (1) year contract, with the option to renew for no more than **three** (3) additional one (1) year renewals. Bidder must indicate on the proposal form if extension renewals are an option. By mutual consent of both parties it is understood and agreed that the contract may be renewed only at the same prices and/or under the same conditions governing the original contract; and any request for an increase in price or a change in the contract conditions shall be interpreted as a request not to renew the contract at the end of the current contract period.

3. BID PRICES

- 3.1 Bidders must state on the proposal form if the bid prices will remain firm for the full contract period; or if the bid prices will be subject to escalation/de-escalation.
- 3.2 Escalation/De-escalation Clause: In the event that prevailing market conditions warrant an adjustment in bid prices contained in the contract, the following escalation/de-escalation clause shall be the only clause applicable or acceptable to the Owners:
 1. Contractor shall give written notice to the Purchasing Agent of any proposed changes from contract prices not less than thirty (30) calendar days prior to the effective date of said price changes.
 2. Such notice must be accompanied by a certified copy of the supplier's advisory or notification to the contractor of price changes.
 3. No price escalation will be authorized in excess of the amount of the increase referred to on the supplier's notice.
 4. The approved price change shall be honored for all orders received by the contractor after the effective date of such price change.
 5. Approved price changes are not applicable to orders already issued and in process at time of price change.
 6. The Owners reserves the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.

4. CONTRACT AWARD NOTIFICATION

- 4.1 The Purchasing Division will issue a Contract Award Notification to all successful bidders. Such contract award notification will incorporate the Owners's specifications, and may incorporate the bidder's specifications.
- 4.2 No action need be taken by the contractors at time of receipt of such Contract Award Notification.
- 4.3 Orders for materials will be made as needed by the various Owners' Departments.

5. QUARTERLY REPORT

- 5.1 The contractor shall provide to the Purchasing Agent a quarterly report, showing all purchases made under the terms and conditions of the contract.
- 5.2 Such quarterly report shall itemize the following information:
 1. Each ordering department.
 2. Items and quantities purchased by department.
 3. Total dollar amount of purchases by department.

6. TERMINATION OF CONTRACT

- 6.1 This contract may be terminated by either party upon thirty (30) days prior notice in writing to the other party. The Owner may terminate this contract immediately, under breach of contract, if the Contractor fails to perform in accordance with the terms and conditions. In the event of any termination of contract by the Contractor, the Owner may purchase such supplies and/or services similar to those so terminated, and for the duration of the contract period the Contractor will be liable for all costs in excess of the established contract pricing.

ADDENDUM #1

Issue Date:05/28/10

SPECIFICATION NO.10-108

FOR

ANNUAL SUPPLY OF VEHICLE/EQUIPMENT MAINTENANCE PARTS AND SUPPLIES

Addenda are instruments issued by the City prior to the date for receipt of offers which will modify or interpret the specification document by addition, deletion, clarification or correction. Please acknowledge receipt of this addendum in the space provided in the Attribute Section.

Be advised of the following changes and clarifications to the City's specification and bidding documents:

1. **PLEASE NOTE:** Battery Table II has been replaced with a new version that lists the Estimated Annual Usage. The Total By Group column is the Unit Bid Price + Estimated Annual Usage.

End of Addendum #1

ADDENDUM #2
Issue Date: June 8, 2010
SPECIFICATION NO. 10-108
FOR

**ANNUAL SUPPLY OF VEHICLE/EQUIPMENT MAINTENANCE PARTS AND
ACCESSORIES**

Addenda are instruments issued by the City prior to the date for receipt of offers which will modify or interpret the specification document by addition, deletion, clarification or correction. Please acknowledge receipt of this addendum in the space provided in the Attribute Section.

Be advised of the following changes to the City's specification and bidding documents:

1. The following section in the Specifications is incorrect:

Vendor shall provide the information requested in Section 9.2.1 - 9.2.7 as a Response Attachment to their ebid response or in written form and included with the Written Response to the Purchasing Office.

Replace with the following:

Vendor shall provide the information requested in Section 8.2.1 - 8.2.7 as a Response Attachment to their ebid response or in written form and included with the Written Response to the Purchasing Office.

2. The Parts CD being requested is for all parts carried by your store with the exact pricing you propose to the City and County. It shall be in a format that is readable by a standard mainframe computer with a CD drive. If the format is not readable by the City or County, a revised CD will be requested.

All other terms, conditions and requirements of the request remain the same as originally indicated in the document or as modified on previous addenda.

Robert L Walla
Assistant Purchasing Agent

INSTRUCTIONS TO BIDDERS

City of Lincoln, Nebraska, County of Lancaster, Public Building Commission

E-Bid

1. BIDDING PROCEDURE

- 1.1 Sealed bid, formal and informal, subject to Instructions and General Conditions and any special conditions set forth herein, will be received in the office of the Purchasing Division, 440 So. 8th St., Lincoln, NE 68508, until the bid closing date and time indicated for furnishing the City of Lincoln, Lancaster County and Building Commission, hereafter referred to as "Owners" the materials, supplies, equipment or services shown in the electronic bid request.
- 1.2 Bidders shall use the electronic bid system for submitting bids and must complete all required fields. If you do not care to bid, please respond to the bid request and note your reason.
- 1.3 Identify the item you will furnish by brand or manufacturer's name and catalog numbers. Also furnish specifications and descriptive literature if not bidding the specific manufacturer or model as listed in the specifications.
- 1.4 Any person submitting a bid for a firm, corporation, or other organization must show evidence of his authority so to bind such firm, corporation, or organization.
- 1.5 Bids received after the time and date established for receiving bids will be rejected.
- 1.6 The Bidders and public are invited, but not required, to attend the formal opening of bids. At the opening, prices will be displayed electronically and/or read aloud to the public. The pricing is also available for immediate viewing on-line. No decisions related to an award of a contract or purchase order will be made at the opening.
- 1.7 If bidding on a construction contract, the City's Standard Specifications for Municipal Construction 2006 shall apply.
 - 1.7.1 Bidders may obtain this document from the City's Design Engineering Division of the Public Works & Utilities Department for a small fee.
 - 1.7.2 Said document can be reviewed at Design Engineering or the office of the Purchasing Division.
 - 1.7.3 Said document is available on the web site.
<http://www.lincoln.ne.gov/city/pworks/engine/dconst/standard/stdnspec/index.htm>

2. BID SECURITY

- 2.1 Bid security, as a guarantee of good faith, in the form of a certified check, cashier's check, or bidder's bond, may be required to be submitted with this bid document, as indicated on the bid.
 - 2.1.1 Bid security, if required, shall be in the amount specified on the bid. The bid security must be scanned and attached to the "Response Attachments" section of your response or it can be faxed to the Purchasing Office at 402-441-6513. The original bid security should then be sent or delivered to the office of the Purchasing Division, 440 S. 8th St., Ste. 200, Lincoln, NE 68508 to be received within three (3) days of bid closing.
 - 2.1.2 If bid security is not received in the Office of the Purchasing Division as stated above, the vendor may be determined to be non-responsive.
- 2.2 If alternates are submitted, only one bid security will be required, provided the bid security is based on the amount of the highest gross bid.
- 2.3 Such bid security will be returned to the unsuccessful Bidders when the award of bid is made.
- 2.4 Bid security will be returned to the successful Bidder(s) as follows:
 - 2.4.1 For single order bids with specified quantities: upon the delivery of all equipment or merchandise, and upon final acceptance by the Owners.
 - 2.4.2 For all other contracts: upon approval by the Owners of the executed contract and bonds.
- 2.5 Owners shall have the right to retain the bid security of Bidders to whom an award is being considered until either:
 - 2.5.1 A contract has been executed and bonds have been furnished.
 - 2.5.2 The specified time has elapsed so that the bids may be withdrawn.
 - 2.5.3 All bids have been rejected.
- 2.6 Bid security will be forfeited to the Owners as full liquidated damages, but not as a penalty, for any of the following reasons, as pertains to this specification document:
 - 2.6.1 If the Bidder fails or refuses to enter into a contract on forms provided by the Owners, and/or if the Bidder fails to provide sufficient bonds or insurance within the time period as established in this specification document.

3. BIDDER'S REPRESENTATION

- 3.1 Each Bidder by electronic signature and submitting a bid, represents that the Bidder has read and understands the specification documents, and the bid has been made in accordance therewith.
- 3.2 Each Bidder for services further represents that the Bidder has examined and is familiar with the local conditions under which the work is to be done and has correlated the observations with the requirements of the bid documents.

4. CLARIFICATION OF SPECIFICATION DOCUMENTS

- 4.1 Bidders shall promptly notify the Purchasing Agent of any ambiguity, inconsistency or error which they may discover upon examination of the specification documents.
- 4.2 Bidders desiring clarification or interpretation of the specification documents for formal bids shall make a written request which must reach the Purchasing Agent at least five (5) calendar days prior to the date and time for receipt of formal bids.
- 4.3 Changes made to the specification documents will be issued electronically. All vendors registered for that bid will be notified of the addendum. Subsequent Bidders will only receive the bid with the addendum included.
- 4.4 Oral interpretations or changes to the bidding documents made in any manner other than written form will not be binding on the Owners; and Bidders shall not rely upon such interpretations or changes.

5. ADDENDA

- 5.1 Addenda are instruments issued by the Owners prior to the date for receipt of bids which modify or interpret the specification document by addition, deletion, clarification or correction.
- 5.2 Addenda notification will be made available to all registered vendors immediately via e-mail for inspection on-line.
- 5.3 No formal bid addendums will be issued later than forty-eight (48) hours prior to the date and time for receipt of formal bids, except an addendum withdrawing the invitation to bid, or an addendum which includes postponement of the bid.

6. INDEPENDENT PRICE DETERMINATION

- 6.1 By signing and submitting this bid, the Bidder certifies that the prices in this bid have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Bidder or with any competitor; unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the Bidder prior to bid opening directly or indirectly to any other Bidder or to any competitor; no attempt has been made, or will be made, by the Bidder to induce any person or firm to submit, or not to submit, a bid for the purpose of restricting competition.

7. ANTI-LOBBYING PROVISION

- 7.1 During the period between the bid advertisement date and the contract award, Bidders, including their agents and representatives, shall not lobby or promote their bid with any member of the City or County staff or officers except in the course of Owner sponsored inquiries, briefings, interviews, or presentations, unless requested by the Owners.

8. BRAND NAMES

- 8.1 Wherever in the specifications or bid that brand names, manufacturer, trade name, or catalog numbers are specified, it is for the purpose of establishing a grade or quality of material only; and the term "or equal" is deemed to follow.
- 8.2 It is the Bidder's responsibility to identify any alternate items offered in the bid, and prove to the satisfaction of the Owners that said item is equal to, or better than, the product specified.
- 8.3 Bids for alternate items shall be stated in the appropriate space on the e-bid form, or if the proposal form does not contain blanks for alternates, Bidder MUST attach to its bid document on Company letterhead a statement identifying the manufacturer and brand name of each proposed alternate, plus a complete description of the alternate items including illustrations, performance test data and any other information necessary for an evaluation.
- 8.4 The Bidder must indicate any variances by item number from the specification document no matter how slight.
- 8.5 If variations are not stated in the bid, it will be assumed that the item being bid fully complies with the Owners' bidding documents.

9. DEMONSTRATIONS/SAMPLES

- 9.1 Bidders shall demonstrate the exact item(s) proposed within seven (7) calendar days from receipt of such request from the Owners.
- 9.2 Such demonstration can be at the Owners delivery location or a surrounding community.
- 9.3 If items are small and malleable, the Bidder is proposing an alternate product, the Bidder shall supply a sample of the exact item. Samples will be returned at Bidder's expense after receipt by the Owners of acceptable goods. The Bidder must indicate how samples are to be returned.

10. DELIVERY (Non-Construction)

- 10.1 Each Bidder shall state on the bid the date upon which it can make delivery of all equipment or merchandise.
- 10.2 The Owners reserve the right to cancel orders, or any part thereof, without obligation, if delivery is not made within the time(s) specified on the bid.
- 10.3 All bids shall be based upon **inside** delivery of the equipment/ merchandise F.O.B. the Owners at the location specified by the Owners, with all transportation charges paid.
- 10.4 At the time of delivery, a designated Owner employee will sign the invoice/packing slip. The signature will only indicate that the order has been received and the items actually delivered agree with the delivery invoice. This signature does not indicate all items met specifications, were received in good condition and/or that there is not possible hidden damage or shortages.

11. WARRANTIES, GUARANTEES AND MAINTENANCE

- 11.1 Copies of the following documents, if requested, shall accompany the bid proposal for all items being bid:
 - 11.1.1 Manufacturer's warranties and/or guarantees.
 - 11.1.2 Bidder's maintenance policies and associated costs.
- 11.2 As a minimum requirement of the Owners, the Bidder will guarantee in writing that any defective components discovered within a one (1) year period after the date of acceptance shall be replaced at no expense to the Owners. Replacement parts of defective components shall be shipped at no cost to the Owners. Shipping costs for defective parts required to be returned to the Bidder shall be paid by the Bidder.

12. ACCEPTANCE OF MATERIAL

- 12.1 All components used in the manufacture or construction of materials, supplies and equipment, and all finished materials, shall be new, the latest make/model, of the best quality, and the highest grade workmanship.
- 12.2 Material delivered under this proposal shall remain the property of the Bidder until:
 - 12.2.1 A physical inspection and actual usage of the material is made and found to be acceptable to the Owners; and
 - 12.2.2 Material is determined to be in full compliance with the bidding documents and accepted proposal.
- 12.3 In the event the delivered material is found to be defective or does not conform to the specification documents and accepted proposal, the Owners reserves the right to cancel the order upon written notice to the Bidder and return materials to the Bidder at Bidder's expense.
- 12.4 Awarded Bidder shall be required to furnish title to the material, free and clear of all liens and encumbrances, issued in the name of the Owner, as required by the specification documents or purchase orders.
- 12.5 Awarded Bidder's advertising decals, stickers or other signs shall not be affixed to equipment. Vehicle mud flaps shall be installed blank side out with no advertisements. Manufacturer's standard production forgings, stampings, nameplates and logos are acceptable.

13. BID EVALUATION AND AWARD

- 13.1 The electronic signature shall be considered an offer on the part of the Bidder. Such offer shall be deemed accepted upon issuance by the Owners of purchase orders, contract award notifications, or other contract documents appropriate to the work.
- 13.2 No bid shall be modified or withdrawn for a period of ninety (90) calendar days after the time and date established for receiving bids, and each Bidder so agrees in submitting the bid.
- 13.3 In case of a discrepancy between the unit prices and their extensions, the unit prices shall govern.
- 13.4 The bid will be awarded to the lowest responsible, responsive Bidder whose bid will be most advantageous to the Owners, and as the Owners deem will best serve the requirements and interests of the Owners.
- 13.5 The Owners reserves the right to accept or reject any or all bids; to request rebids; to award bids item-by-item, with or without alternates, by groups, or "lump sum"; to waive minor irregularities in bids; such as shall best serve the requirements and interests of the Owners.
- 13.6 In order to determine if the Bidder has the experience, qualifications, resources and necessary attributes to provide the quality workmanship, materials and management required by the plans and specifications, the Bidder may be required to complete and submit additional information as deemed necessary by the Owners. Failure to provide the information requested to make this determination may be grounds for a declaration of non-responsive with respect to the Bidder.
- 13.7 The Owners reserves the right to reject irregular bids that contain unauthorized additions, conditions, alternate bids, or irregularities that make the Bid Proposal incomplete, indefinite or ambiguous.
- 13.8 Any governmental agency may piggyback on any contract entered into from this bid.

14. INDEMNIFICATION

- 14.1 The Bidder shall indemnify and hold harmless the Owners from and against all losses, claims, damages, and expenses, including, attorney's fees arising out of or resulting from the performance of the contract that results in bodily injury, sickness, disease, death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom and is caused in whole or in part by the Bidder, any subcontractor, any directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. This section will not require the Bidder to indemnify or hold harmless the Owners for any losses, claims damages, and expenses arising out of or resulting from the sole negligence of the Owners.
- 14.2 In any and all claims against the Owners or any of its members, officers or employees by an employee of the Bidder, any subcontractor, anyone directly or indirectly employed by any of them or by anyone for whose acts made by any of them may be liable, the indemnification obligation under paragraph 14.1 shall not be limited in any way by any limitation of the amount or type of damages, compensation or benefits payable by or for the Bidder or any subcontractor under worker's compensation acts, disability benefit acts or other employee benefit acts.

15. **TERMS OF PAYMENT**

- 15.1 Unless stated otherwise, the Owners will begin processing payment within thirty (30) calendar days after all labor has been performed and all equipment or other merchandise has been delivered, and all such labor and equipment and other materials have met all contract specifications.

16. **LAWS**

- 16.1 The laws of the State of Nebraska shall govern the rights, obligations, and remedies of the parties under this proposal and any contract reached as a result of this process.
- 16.2 Bidder agrees to abide by all applicable local, state and federal laws and regulations concerning the handling and disclosure of private and confidential information concerning individuals and corporations as to inventions, copyrights, patents and patent rights.

17. **EQUIPMENT TAX ASSESSMENT**

- 17.1 Any bid for public improvement shall comply with Nebraska Revised Statutes Section 77-1323 and 77-1324. Indicating; every person, partnership, limited liability company, association or corporation furnishing labor or material in the repair, alteration, improvement, erection, or construction of any public improvement shall sign a certified statement which will accompany the contract. The certified statement shall state that all equipment to be used on the project, except that acquired since the assessment date, has been assessed for taxation for the current year, giving the county where assessed.

18. **AFFIRMATIVE ACTION**

- 18.1 The City of Lincoln-Lancaster County Purchasing Division provides equal opportunity for all Bidders and encourages minority businesses and women's business enterprises to participate in our bidding process.

19. **INSURANCE**

- 19.1 All Bidders shall take special notice of the insurance provisions required for all City/County and Building Commissions contracts (see *Insurance Requirements for City, County, Building Commission*).

20. **EXECUTION OF AGREEMENT**

- 20.1 Depending on the type of service provided, one of the following three (3) methods will be employed. The method applicable to this contract will be checked below:
- ☐ a. The Contract shall consist of a **PURCHASE ORDER** and a copy of the Bidder's bid response (or referenced bid number) attached and that the same, in all particulars, becomes the agreement and contract between the parties hereto: that both parties thereby accept and agree to the terms and conditions of said bid documents. Items not awarded, if any, have been deleted.
 - ☒ b. The contract shall consist of a **YEARLY AGREEMENT** and a copy of the Bidder's bid response attached and that the same, in all particulars, becomes the agreement and contract between the parties hereto. That both parties thereby accept and agree to the terms and conditions of said bid documents. Items not awarded, if any, have been deleted.
 - ☐ c. Three (3) copies of the **CONTRACT**, unless otherwise noted.
 - 1. Owners will furnish three (3) copies of the Contract to the successful Bidder who shall prepare attachments as required. Insurance as evidenced by a Certificate of Insurance, surety bonds properly executed, and Agreement signed with the date of signature shall be attached.
 - 2. The prepared documents shall be delivered to the Owners within 10 days (unless otherwise noted).
 - 3. The Owners will sign the Contract and insert the date of signature at the beginning of the Contract.
 - 4. Upon approval and signature from the Mayor, County Board and Public Building Commission, the Owners will return one copy to the successful Bidder.

21. **TAXES AND TAX EXEMPTION CERTIFICATE**

- 21.1 The Owners are generally exempt from any taxes imposed by the state or federal government. A Tax Exemption Certificate will be provided as applicable.

22. **CITY AUDIT ADVISORY BOARD**

- 22.1 All parties of any City agreement shall be subject to audit pursuant to Chapter 4.66 of the Lincoln Municipal Code and shall make available to a contract auditor, as defined therein, copies of all financial and performance related records and materials germane to the contract/order, as allowed by law.

23. **E-VERIFY**

23.1 In accordance with Neb. Rev. Stat. 4-108 through 4-114, the contractor agrees to register with and use a federal immigration verification system, to determine the work eligibility status of new employees performing services within the state of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324 a, otherwise known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee pursuant to the Immigration Reform and Control Act of 1986. The Contractor shall not discriminate against any employee or applicant for employment to be employed in the performance of this section pursuant to the requirements of state law and 8 U.S.C.A 1324b. The contractor shall require any subcontractor to comply with the provisions of this section. For information on the E-Verify Program, go to www.uscis.gov/everify.

INSURANCE CLAUSE TO BE USED FOR ALL CONTRACTS LANCASTER COUNTY, NEBRASKA; PUBLIC
BUILDING COMMISSION, CITY OF LINCOLN, NEBRASKA
OWNERS

The Contractor shall indemnify and save harmless the Owners from and against all losses, claims, damages, and expenses, including attorney's fees, arising out of or resulting from the performance of the contract that results in bodily injury, sickness, disease, death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom and is caused in whole or in part by the Contractor, any subcontractor, any directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. This section will not require the Contractor to indemnify or hold harmless the Owners for any losses, claims, damages, and expenses arising out of or resulting from the negligence of the Owners.

Contractor shall not commence work under this contract until he has obtained all insurance required under this Section and such insurance has been approved by the Owners Attorneys, nor shall the Contractor allow any sub-contractor to commence work on his subcontract until all similar insurance required of the subcontractor has been so obtained and approved.

A. Worker's Compensation Insurance and Employer's Liability Insurance

The Contractor shall take out and maintain during the life of this contract the applicable statutory Worker's Compensation Insurance with an insurance company authorized to write such insurance in this state covering all his employees, and in the case of any work sublet, the Contractor shall require the subcontractor similarly to provide statutory Worker's Compensation Insurance for the latter's employees. The Contractor shall take out and maintain during the life of this contract, Employer's Liability Insurance with a limit of \$100,000 in an insurance company authorized to write such insurance in all states where the Contractor will have employees located in the performance of this contract, and the Contractor shall require each of his subcontractors similarly to maintain common law liability insurance on his employees.

State	Statutory
Applicable Federal	Statutory
Employer's Liability	\$100,000

B. General Liability Insurance

1. The Contractor shall maintain during the life of this contract, General Liability Insurance, naming and protecting him and the Owners, its officials, employees and volunteers as insured, against claims for damages resulting from (a) bodily injury, including wrongful death, (b) personal injury liability, and (c) property damage which may arise from operations under this contract whether such operations be by himself or by any subcontractor or anyone directly or indirectly employed by either of them. The minimum acceptable limits of liability to be provided by such insurance shall be as follows:

A. Bodily Injury/Property Damage	\$2,000,000 each Occurrence \$2,000,000 Aggregate
B. Personal Injury Damage	\$1,000,000 each Occurrence
C. Contractual Liability	\$1,000,000 each
D. Products Liability & Completed Operations	Occurrence \$1,000,000 each Occurrence
2. The General Liability Insurance required by the preceding paragraph shall include the following extensions of coverage:
 - a. The coverage shall be provided under a Commercial General Liability form or similar thereto.
 - b. X.C.U. Coverage - if the contract requires any work procedures involving blasting, excavating, tunneling or other underground work, the liability coverage shall include Standard Blasting or Explosion Coverage, Standard Collapse Coverage, and Standard Underground Coverage commonly referred to as XCU Property Damage Liability.
 - c. The property damage coverage shall include a Broad Form Property Damage Endorsement or similar thereto.

- d. Contractual Liability coverage shall be included.
- e. Products Liability and/or Completed Operations coverage shall be included.
- f. Personal Injury Liability coverage shall be included.

C. Automobile Liability Insurance

The Contractor shall take out and maintain during the life of the contract such Automobile Liability Insurance as shall protect him against claims for damages resulting from bodily injury, including wrongful death, and property damage which may arise from the operations of any owned, hired, or non-owned automobiles used by or for him in any capacity in connection with the carrying out of this contract. The minimum acceptable limits of liability to be provided by such Automobile Liability Insurance shall be as follows:

Bodily Injury and Property Damage	\$1,000,000 Combined Single Limit
-----------------------------------	-----------------------------------

D. Builder's Risk Insurance (For Building Construction Contracts Only)

Unless otherwise specified where buildings are to be constructed under this contract, the Contractor shall provide and maintain fire, extended coverage, vandalism, and malicious mischief insurance, covering such building in an amount equal to one-hundred percent (100%) of the contract amount (minimum), as specified herein.

Losses, if any, shall be made payable to the Owners and Contractor as their interest may appear. A Certificate of Insurance evidencing such insurance coverage shall be filed with the Owners by the time work on the building begins and such insurance shall be subjected to the approval of the Owners Attorneys.

E. Minimum Scope of Insurance

All Liability Insurance policies shall be written on an "occurrence" basis only. All insurance coverage are to be placed with insurers authorized to do business in the State of Nebraska and must be placed with an insurer that has an A.M. Best's Rating of no less than A:VII unless specific approval has been granted by the Owners.

F. Certificate of Insurance

All certificates of insurance shall be filed with the Owners on the standard ACCORD CERTIFICATE OF INSURANCE form showing the specific limits of insurance coverage required by the preceding Sections A, B, C, D, and showing the Owners as additional insured. Such certificate shall specifically state that insurance policies are to be endorsed to require the insurer to provide the Owners thirty days written notice of cancellation, non-renewal or any material reduction of insurance coverage.

**Advertise 2 times
Wednesday, May 26, 2010, and
Wednesday, June 2, 2010**

**City of Lincoln/Lancaster County
Purchasing Division
NOTICE TO PROPOSERS**

Sealed proposals will be received by the Purchasing Agent of the City of Lincoln/Lancaster County, Nebraska **BY ELECTRONIC BID PROCESS** until: 12:00 pm, Friday, June 11, 2010 for providing the following:

**Request for Proposals for
Annual Supplies of
Vehicle/Equipment Maintenance
Parts & Accessories
Bid No. 10-108**

Proposers must be registered on the City/County's E-Bid site in order to respond to the above Bid. To Register go to: lincoln.ne.gov (type: e-bid - in search box, then click "Supplier Registration"). You can view the bid without being registered by clicking on 'Current Bid Opportunities' on the E-Bid login page.

Upon e-mail notification of registration approval, you may go to the E-Bid site to respond to this bid. Questions concerning this bid process may be directed to City/County Purchasing at (402) 441-8309 or (402) 441-7410 or rwalla@lincoln.ne.gov



Nebraska Resale or Exempt Sale Certificate

for Sales Tax Exemption

FORM
13

• Read instructions on reverse side/see note below

NAME AND MAILING ADDRESS OF PURCHASER			NAME AND MAILING ADDRESS OF SELLER		
Name City of Lincoln			Name Factory Motor Parts		
Street or Other Mailing Address 555 South 10th Street			Street or Other Mailing Address 12330 E. 46th Ave		
City Lincoln	State NE	Zip Code 68508	City Denver	State CO	Zip Code 80239

Check Type of Certificate

☐ Single Purchase

☒ Blanket

If blanket is checked, this certificate is valid until revoked in writing by the purchaser.

I hereby certify that the purchase, lease, or rental by the above purchaser is exempt from the Nebraska sales tax for the following reason:

Check One ☐ Purchase for Resale (Complete Section A) ☒ Exempt Purchase (Complete Section B) ☐ Contractor (Complete Section C)

SECTION A—Nebraska Resale Certificate

Description of Item or Service Purchased

I hereby certify that the purchase, lease, or rental of
from the above seller is exempt from the Nebraska sales tax as a purchase for resale, rental, or lease in the normal course of our business, either in the form or condition in which purchased, or as an ingredient or component part of other property to be resold.

I further certify that we are engaged in business as a: ☐ Wholesaler ☐ Retailer ☐ Manufacturer ☐ Lessor
of Description of Product Sold, Leased, or Rented

If None, State Reason

and hold Nebraska Sales Tax Permit Number 01-

or Foreign State Sales Tax Number

State

SECTION B—Nebraska Exempt Sale Certificate

The basis for this exemption is exemption category 1 (Insert appropriate category as described on reverse of this form.)

If exemption category 2 or 5 is claimed, enter the following information:

Description of Item(s) Purchased

Intended Use of Item(s) Purchased

If exemption categories 3 or 4 are claimed, enter the Nebraska Exemption Certificate number. 05-

If exemption category 6 is claimed, seller must enter the following information and sign this form below:

Description of Item(s) Sold

Date of Seller's Original Purchase

Was Tax Paid when Purchased by Seller?

☐ YES ☐ NO

Was Item Depreciable?

☐ YES ☐ NO

SECTION C—For Contractors Only

1. Purchases of Building Materials or Fixtures:

☐ As an Option 1 or Option 3 contractor, I hereby certify that purchases of building materials and fixtures from the above seller are exempt from Nebraska sales tax. My Nebraska Sales or Consumer's Use Tax Permit Number is: 01-

2. Purchases Made Under Purchasing Agent Appointment on behalf of _____ :
(exempt entity)

☐ Pursuant to an attached Purchasing Agent Appointment and Delegation of Authority for Sales and Use Tax, Form 17, I hereby certify that purchases of building materials, and fixtures are exempt from Nebraska sales tax.

Any purchaser, or their agent, or other person who completes this certificate for any purchase which is other than for resale, lease, or rental in the regular course of the purchaser's business, or is not otherwise exempted from the sales and use tax under Neb. Rev. Stat. §§77-2701 through 77-27,135, shall in addition to any tax, interest, or penalty otherwise imposed, be subject to a penalty of \$100 or ten times the tax, whichever amount is larger, for each instance of presentation and misuse. With regard to a blanket certificate, this penalty shall apply to each purchase made during the period the blanket certificate is in effect. Under penalties of law, I declare that I am authorized to sign this certificate, and to the best of my knowledge and belief, it is correct and complete.

sign
here

Authorized Signature

Purchasing Agent

Title

07/01/10

Date

NOTE: Sellers must keep this certificate as part of their records. DO NOT SEND TO THE NEBRASKA DEPARTMENT OF REVENUE.

Incomplete certificates cannot be accepted.

www.revenue.ne.gov, (800) 742-7474 (toll free in NE and IA), (402) 471-5729

NOTE: This form cannot be used to purchase materials used for WATER services.
Materialised used for WATER services are taxable per Reg. 066.14A.

INSTRUCTIONS

WHO MAY ISSUE A RESALE CERTIFICATE. Form 13, Section A, is to be issued by persons or organizations making purchases of property or taxable services in the **normal** course of their business for the purpose of resale either in the form or condition in which it was purchased, or as an ingredient or component part of other property.

WHO MAY ISSUE AN EXEMPT SALE CERTIFICATE. Form 13, Section B can only be issued by persons or organizations exempt from payment of the Nebraska sales tax by qualifying for one of the six enumerated **Categories of Exemption** (see below). Nonprofit organizations that have a 501(c) designation and are exempt from federal and state income tax are **not** automatically exempt from **sales** tax. Only the entities listed in the referenced regulations are exempt from paying Nebraska sales tax on their purchases when the exemption certificate is properly completed and provided to the seller. Organizations claiming a sales tax exemption may do so only on items purchased for their own use. For health care organizations, the exemption is limited to the specific level of health care they are licensed for. The exemption is not issued to the entire organization when multiple levels of health care or other activities are provided or owned by the organization. Items purchased by an exempt organization that will be resold must be supported by a properly completed Nebraska Resale Certificate, Form 13, Section A.

Indicate the category which properly reflects the basis for your exemption. Place the corresponding number in the space provided in Section B. If category 2 through 6 is the basis for exemption, you must complete the information requested in Section B.

Nebraska Sales and Use Tax Reg-1-013, Sale for Resale – Resale Certificate, and Reg-1-014, Exempt Sale Certificate, provide additional information on the proper issuance and use of this certificate. These and other regulations referred to in these instructions are available on our Web site: www.revenue.ne.gov/legal/regs/slstaxregs.

Use Form 13E for purchases of energy sources which qualify for exemption. Use Form 13ME for purchases of mobility enhancing equipment on a motor vehicle.

CONTRACTORS. Form 13, Section C, Part 1, must be completed by contractors operating under Option 1 or Option 3 to document their tax-free purchase of building materials or fixtures from their suppliers. Section C, Part 2, may be completed to exempt the purchase of building materials or fixtures pursuant to a Purchasing Agent Appointment, Form 17. See the contractor information guides on our Web site www.revenue.ne.gov for additional information.

WHERE TO FILE. Form 13 is given to the seller at the time of the purchase of the property or service or when sales tax is due. The certificate must be retained with the seller's records for audit purposes. Do not send to the Department of Revenue.

SALES TAX NUMBER. A purchaser who completes Section A and is engaged in business as a wholesaler or manufacturer is not required to provide an identification number. Out-of-state purchasers can provide their home state sales tax number. Section B does not require an identification number when exemption category 1, 2, or 5 is indicated.

PROPERLY COMPLETED CERTIFICATE. A purchaser must complete a certificate before issuing it to the seller. To properly complete the certificate, the purchaser must include: (1) identification of the purchaser and seller, (2) a statement whether the certificate is for a single purchase or is a blanket certificate,

(3) a statement of basis for exemption including completion of all information for the basis chosen, (4) the signature of an authorized person, and (5) the date the certificate was issued.

PENALTIES. Any purchaser who gives a Form 13 to a seller for any purchase which is other than for resale, lease, or rental in the **normal** course of the purchaser's business, or is not otherwise exempted from sales and use tax under the Nebraska Revenue Act, shall be subject to a penalty of \$100 or ten times the tax, whichever amount is larger, for each instance of presentation and misuse.

Any purchaser, or their agent, who fraudulently signs a Form 13 may be found guilty of a Class IV misdemeanor.

CATEGORIES OF EXEMPTION

1. Purchases made directly by certain governmental agencies identified in Nebraska Sales and Use Tax Reg-1-012, Exemptions; Reg-1-072, United States Government and Federal Corporations; and Reg-1-093, Governmental Units, are exempt from sales tax. A list of specific governmental units are provided in the above regulations. Governmental units are not assigned exemption numbers.

Sales to the United States government, its agencies, and corporations wholly owned by the United States government are exempt from sales tax. However, sales to institutions chartered or created under federal authority, but which are not directly operated and controlled by the United States government for the benefit of the public, generally are taxable. Construction projects for federal agencies have specific requirements, see Reg-1-017 Contractors.

Purchases that are **not** exempt from Nebraska sales and use tax include, but are not limited to, governmental units of other states, sanitary and improvement districts, urban renewal authorities, rural water districts, railroad transportation safety districts, and county historical or agricultural societies.

2. Purchases when the intended use renders it exempt as set out in paragraph 012.02D of Reg-1-012, Exemptions. Complete the description of the item purchased and the intended use as required on the front of Form 13. Sellers of **repair parts** for agricultural machinery and equipment cannot accept a Form 13 to exempt such sales from tax.

3. Purchases made by organizations that have been issued a Nebraska Exempt Organization - Certificate of Exemption are exempt from sales tax. Reg-1-090, Nonprofit Organizations; Reg-1-091, Religious Organizations; and Reg-1-092, Educational Institutions, identify such organizations. These organizations will be issued a Nebraska state exemption identification number. This exemption number must be entered in Section B of the Form 13.

4. Purchases of common or contract carrier vehicles and repair and replacement parts for such vehicles.

5. Purchases of manufacturing machinery or equipment by a taxpayer engaged in business as a manufacturer for use predominantly in manufacturing. This includes the installation, repair, or maintenance of such qualified manufacturing machinery or equipment (see Revenue Ruling 01-08-2).

6. A sale that qualifies as an occasional sale, such as a sale of depreciable machinery and equipment productively used by the seller for more than one year and the seller previously paid tax on the item. The **seller** must sign and give the exemption certificate to the purchaser. The certificate must be retained by the purchaser for audit purposes (see Reg-1-014, Exempt Sale Certificate).



Nebraska Resale or Exempt Sale Certificate

for Sales Tax Exemption

FORM
13

• Read instructions on reverse side/see note below

NAME AND MAILING ADDRESS OF PURCHASER			NAME AND MAILING ADDRESS OF SELLER		
Name Lancaster County			Name Factory Motor Parts		
Street or Other Mailing Address 555 South 10th Street			Street or Other Mailing Address 12330 E. 46th Ave		
City Lincoln	State NE	Zip Code 68508	City Denver	State CO	Zip Code 80239

Check Type of Certificate

☐ Single Purchase ☒ Blanket If blanket is checked, this certificate is valid until revoked in writing by the purchaser.

I hereby certify that the purchase, lease, or rental by the above purchaser is exempt from the Nebraska sales tax for the following reason:

Check One ☐ Purchase for Resale (Complete Section A) ☒ Exempt Purchase (Complete Section B) ☐ Contractor (Complete Section C)

SECTION A—Nebraska Resale Certificate

Description of Item or Service Purchased

I hereby certify that the purchase, lease, or rental of
from the above seller is exempt from the Nebraska sales tax as a purchase for resale, rental, or lease in the normal course of our business, either in the
form or condition in which purchased, or as an ingredient or component part of other property to be resold.

I further certify that we are engaged in business as a: ☐ Wholesaler ☐ Retailer ☐ Manufacturer ☐ Lessor
of Description of Product Sold, Leased, or Rented

If None, State Reason

and hold Nebraska Sales Tax Permit Number 01-

or Foreign State Sales Tax Number

State

SECTION B—Nebraska Exempt Sale Certificate

The basis for this exemption is exemption category 1 (Insert appropriate category as described on reverse of this form.)

If exemption category 2 or 5 is claimed, enter the following information:

Description of Item(s) Purchased

Intended Use of Item(s) Purchased

If exemption categories 3 or 4 are claimed, enter the Nebraska Exemption Certificate number. 05-

If exemption category 6 is claimed, seller must enter the following information and sign this form below:

Description of Item(s) Sold

Date of Seller's Original Purchase

Was Tax Paid when Purchased by Seller?

Was Item Depreciable?

☐ YES ☐ NO

☐ YES ☐ NO

SECTION C—For Contractors Only

1. Purchases of Building Materials or Fixtures:

☐ As an Option 1 or Option 3 contractor, I hereby certify that purchases of building materials and fixtures from the above seller are exempt from
Nebraska sales tax. My Nebraska Sales or Consumer's Use Tax Permit Number is: 01-

2. Purchases Made Under Purchasing Agent Appointment on behalf of _____
(exempt entity)

☐ Pursuant to an **attached** Purchasing Agent Appointment and Delegation of Authority for Sales and Use Tax, Form 17, I hereby certify that purchases
of building materials, and fixtures are exempt from Nebraska sales tax.

Any purchaser, or their agent, or other person who completes this certificate for any purchase which is other than for resale, lease, or rental in the
regular course of the purchaser's business, or is not otherwise exempted from the sales and use tax under Neb. Rev. Stat. §§77-2701 through 77-27,135,
shall in addition to any tax, interest, or penalty otherwise imposed, be subject to a penalty of \$100 or ten times the tax, whichever amount is larger, for
each instance of presentation and misuse. With regard to a blanket certificate, this penalty shall apply to each purchase made during the period the blanket
certificate is in effect. Under penalties of law, I declare that I am authorized to sign this certificate, and to the best of my knowledge and belief, it is correct
and complete.

sign
here

Authorized Signature

Purchasing Agent

Title

07/01/10

Date

NOTE: Sellers must keep this certificate as part of their records. DO NOT SEND TO THE NEBRASKA DEPARTMENT OF REVENUE.

Incomplete certificates cannot be accepted.

www.revenue.ne.gov, (800) 742-7474 (toll free in NE and IA), (402) 471-5729

NOTE: This form cannot be used to purchase materials used for WATER services.
Materialised used for WATER services are taxable per Reg. 066.14A.



Nebraska Resale or Exempt Sale Certificate

for Sales Tax Exemption

FORM
13

• Read instructions on reverse side/see note below

NAME AND MAILING ADDRESS OF PURCHASER			NAME AND MAILING ADDRESS OF SELLER		
Name Lincoln-Lancaster County Public Building Commission			Name Factory Motor Parts		
Street or Other Mailing Address 555 South 10th Street			Street or Other Mailing Address 12330 E. 46th Ave		
City Lincoln	State NE	Zip Code 68508	City Denver	State CO	Zip Code 80239

Check Type of Certificate

☐ Single Purchase ☒ Blanket If blanket is checked, this certificate is valid until revoked in writing by the purchaser.

I hereby certify that the purchase, lease, or rental by the above purchaser is exempt from the Nebraska sales tax for the following reason:

Check One ☐ Purchase for Resale (Complete Section A) ☒ Exempt Purchase (Complete Section B) ☐ Contractor (Complete Section C)

SECTION A—Nebraska Resale Certificate

Description of Item or Service Purchased

I hereby certify that the purchase, lease, or rental of
from the above seller is exempt from the Nebraska sales tax as a purchase for resale, rental, or lease in the normal course of our business, either in the
form or condition in which purchased, or as an ingredient or component part of other property to be resold.

I further certify that we are engaged in business as a: ☐ Wholesaler ☐ Retailer ☐ Manufacturer ☐ Lessor
of Description of Product Sold, Leased, or Rented

If None, State Reason

and hold Nebraska Sales Tax Permit Number 01-

or Foreign State Sales Tax Number

State

SECTION B—Nebraska Exempt Sale Certificate

The basis for this exemption is exemption category 1 (Insert appropriate category as described on reverse of this form.)

If exemption category 2 or 5 is claimed, enter the following information:

Description of Item(s) Purchased

Intended Use of Item(s) Purchased

If exemption categories 3 or 4 are claimed, enter the Nebraska Exemption Certificate number. 05-

If exemption category 6 is claimed, seller must enter the following information and sign this form below:

Description of Item(s) Sold

Date of Seller's Original Purchase

Was Tax Paid when Purchased by Seller?

Was Item Depreciable?

☐ YES ☐ NO

☐ YES ☐ NO

SECTION C—For Contractors Only

1. Purchases of Building Materials or Fixtures:

☐ As an Option 1 or Option 3 contractor, I hereby certify that purchases of building materials and fixtures from the above seller are exempt from
Nebraska sales tax. My Nebraska Sales or Consumer's Use Tax Permit Number is: 01-

2. Purchases Made Under Purchasing Agent Appointment on behalf of _____:
(exempt entity)

☐ Pursuant to an attached Purchasing Agent Appointment and Delegation of Authority for Sales and Use Tax, Form 17, I hereby certify that purchases
of building materials, and fixtures are exempt from Nebraska sales tax.

Any purchaser, or their agent, or other person who completes this certificate for any purchase which is other than for resale, lease, or rental in the
regular course of the purchaser's business, or is not otherwise exempted from the sales and use tax under Neb. Rev. Stat. §§77-2701 through 77-27,135,
shall in addition to any tax, interest, or penalty otherwise imposed, be subject to a penalty of \$100 or ten times the tax, whichever amount is larger, for
each instance of presentation and misuse. With regard to a blanket certificate, this penalty shall apply to each purchase made during the period the blanket
certificate is in effect. Under penalties of law, I declare that I am authorized to sign this certificate, and to the best of my knowledge and belief, it is correct
and complete.

sign
here

Authorized Signature

Purchasing Agent

Title

07/01/10

Date

NOTE: Sellers must keep this certificate as part of their records. DO NOT SEND TO THE NEBRASKA DEPARTMENT OF REVENUE.

Incomplete certificates cannot be accepted.

www.revenue.ne.gov, (800) 742-7474 (toll free in NE and IA), (402) 471-5729

NOTE: This form cannot be used to purchase materials used for WATER services.
Materials used for WATER services are taxable per Reg. 066.14A.

INSTRUCTIONS

WHO MAY ISSUE A RESALE CERTIFICATE. Form 13, Section A, is to be issued by persons or organizations making purchases of property or taxable services in the **normal** course of their business for the purpose of resale either in the form or condition in which it was purchased, or as an ingredient or component part of other property.

WHO MAY ISSUE AN EXEMPT SALE CERTIFICATE. Form 13, Section B can only be issued by persons or organizations exempt from payment of the Nebraska sales tax by qualifying for one of the six enumerated **Categories of Exemption** (see below). Nonprofit organizations that have a 501(c) designation and are exempt from federal and state income tax are **not** automatically exempt from **sales** tax. Only the entities listed in the referenced regulations are exempt from paying Nebraska sales tax on their purchases when the exemption certificate is properly completed and provided to the seller. Organizations claiming a sales tax exemption may do so only on items purchased for their own use. For health care organizations, the exemption is limited to the specific level of health care they are licensed for. The exemption is not issued to the entire organization when multiple levels of health care or other activities are provided or owned by the organization. Items purchased by an exempt organization that will be resold must be supported by a properly completed Nebraska Resale Certificate, Form 13, Section A.

Indicate the category which properly reflects the basis for your exemption. Place the corresponding number in the space provided in Section B. If category 2 through 6 is the basis for exemption, you must complete the information requested in Section B.

Nebraska Sales and Use Tax Reg-1-013, Sale for Resale – Resale Certificate, and Reg-1-014, Exempt Sale Certificate, provide additional information on the proper issuance and use of this certificate. These and other regulations referred to in these instructions are available on our Web site: www.revenue.ne.gov/legal/regs/slstaxregs.

Use Form 13E for purchases of energy sources which qualify for exemption. Use Form 13ME for purchases of mobility enhancing equipment on a motor vehicle.

CONTRACTORS. Form 13, Section C, Part 1, must be completed by contractors operating under Option 1 or Option 3 to document their tax-free purchase of building materials or fixtures from their suppliers. Section C, Part 2, may be completed to exempt the purchase of building materials or fixtures pursuant to a Purchasing Agent Appointment, Form 17. See the contractor information guides on our Web site www.revenue.ne.gov for additional information.

WHERE TO FILE. Form 13 is given to the seller at the time of the purchase of the property or service or when sales tax is due. The certificate must be retained with the seller's records for audit purposes. Do not send to the Department of Revenue.

SALES TAX NUMBER. A purchaser who completes Section A and is engaged in business as a wholesaler or manufacturer is not required to provide an identification number. Out-of-state purchasers can provide their home state sales tax number. Section B does not require an identification number when exemption category 1, 2, or 5 is indicated.

PROPERLY COMPLETED CERTIFICATE. A purchaser must complete a certificate before issuing it to the seller. To properly complete the certificate, the purchaser must include: (1) identification of the purchaser and seller, (2) a statement whether the certificate is for a single purchase or is a blanket certificate,

(3) a statement of basis for exemption including completion of all information for the basis chosen, (4) the signature of an authorized person, and (5) the date the certificate was issued.

PENALTIES. Any purchaser who gives a Form 13 to a seller for any purchase which is other than for resale, lease, or rental in the **normal** course of the purchaser's business, or is not otherwise exempted from sales and use tax under the Nebraska Revenue Act, shall be subject to a penalty of \$100 or ten times the tax, whichever amount is larger, for each instance of presentation and misuse.

Any purchaser, or their agent, who fraudulently signs a Form 13 may be found guilty of a Class IV misdemeanor.

CATEGORIES OF EXEMPTION

1. Purchases made directly by certain governmental agencies identified in Nebraska Sales and Use Tax Reg-1-012, Exemptions; Reg-1-072, United States Government and Federal Corporations; and Reg-1-093, Governmental Units, are exempt from sales tax. A list of specific governmental units are provided in the above regulations. Governmental units are not assigned exemption numbers.

Sales to the United States government, its agencies, and corporations wholly owned by the United States government are exempt from sales tax. However, sales to institutions chartered or created under federal authority, but which are not directly operated and controlled by the United States government for the benefit of the public, generally are taxable. Construction projects for federal agencies have specific requirements, see Reg-1-017 Contractors.

Purchases that are **not** exempt from Nebraska sales and use tax include, but are not limited to, governmental units of other states, sanitary and improvement districts, urban renewal authorities, rural water districts, railroad transportation safety districts, and county historical or agricultural societies.

2. Purchases when the intended use renders it exempt as set out in paragraph 012.02D of Reg-1-012, Exemptions. Complete the description of the item purchased and the intended use as required on the front of Form 13. Sellers of **repair parts** for agricultural machinery and equipment cannot accept a Form 13 to exempt such sales from tax.

3. Purchases made by organizations that have been issued a Nebraska Exempt Organization - Certificate of Exemption are exempt from sales tax. Reg-1-090, Nonprofit Organizations; Reg-1-091, Religious Organizations; and Reg-1-092, Educational Institutions, identify such organizations. These organizations will be issued a Nebraska state exemption identification number. This exemption number must be entered in Section B of the Form 13.

4. Purchases of common or contract carrier vehicles and repair and replacement parts for such vehicles.

5. Purchases of manufacturing machinery or equipment by a taxpayer engaged in business as a manufacturer for use predominantly in manufacturing. This includes the installation, repair, or maintenance of such qualified manufacturing machinery or equipment (see Revenue Ruling 01-08-2).

6. A sale that qualifies as an occasional sale, such as a sale of depreciable machinery and equipment productively used by the seller for more than one year and the seller previously paid tax on the item. The **seller** must sign and give the exemption certificate to the purchaser. The certificate must be retained by the purchaser for audit purposes (see Reg-1-014, Exempt Sale Certificate).



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/12/10PRODUCER 1-515-457-8849
Arthur J. Gallagher Risk Management Services, Inc.
1415 28th Street, Suite 300West Des Moines, IA 50266
Kim ChamplinINSURED
Elliott Auto Supply Co., Inc.
Factory Motor Parts
1380 Corporate Center Curve, Ste 200
Eagan, MN 55121

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

NAIC #

INSURER A: EMC PROP & CAS INS CO

25186

INSURER B: EMCASCO INS CO

21407

INSURER C:

INSURER D:

INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	2D39543	11/15/09	11/15/10	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A		AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	2E39543	11/15/09	11/15/10	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A		GARAGE LIABILITY <input checked="" type="checkbox"/> ANY AUTO	2X39543	11/15/09	11/15/10	AUTO ONLY - EA ACCIDENT \$ 500,000 OTHER THAN AUTO ONLY: EA ACC \$ 1,000,000 AGG \$ 1,000,000
A		EXCESS / UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10,000	2J39543	11/15/09	11/15/10	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$ \$ \$
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N	2N39543	11/15/09	11/15/10	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER
B		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below	2P39543	11/15/09	11/15/10	E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
		OTHER				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

City of Lincoln, Nebraska, Lancaster County, Nebraska and Lincoln-Lancaster County Public Building Commission are Additional Insureds with respect to the General Liability coverage per form CG2015 (07/04)

CERTIFICATE HOLDER

City of Lincoln, Nebraska

Robert Walla
440 S 8th Street

Lincoln, NE 68508

USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

This Certificate of Insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.